

# Exhibit D

7

THIS AGREEMENT by and between UNITED CRAFTS AND INDUSTRIAL WORKERS UNION, LOCAL 91, its successors and/or assigns (herein called the UNION), having its offices at 417 Willis Avenue, Williston Park, New York 11596 and LOGAN BUS COMPANY and its affiliates (Logan Bus Company, Inc., Little Richie Bus Service, Inc., Lorinda Enterprises, Ltd., Little Linda Bus Company, Inc. and Little Lisa Bus Company, Inc.) having its principal place of business at 97-14 Atlantic Avenue, Ozone Park, New York 11416 herein called the EMPLOYER).

**WITNESSETH:**

**SECTION I**

**RECOGNITION**

The EMPLOYER recognizes and acknowledges the UNION as the sole and exclusive bargaining agency for all of its employees excluding supervisors, guards, management personnel and office clerical workers as defined in the Labor Management Relations Act as amended.

**SECTION II**

**SCHEDULES "A" and "B"**

Attached hereto and made a part hereof are "SCHEDULE A", schedules of hours, wages, classifications, holidays and other conditions of employment and "SCHEDULE B" which covers the medical fund and pension plan programs.

**SECTION III**

**UNION SHOP**

A. 1. All employees covered by this Agreement who are members of the UNION, shall maintain membership in good standing in the UNION as a condition of continued employment.

2. All employees covered by this Agreement, who are not members of the UNION, shall become members of the UNION in good standing on the thirty-first (31<sup>st</sup>) day from: (a) the date they first commenced work, (b) the date of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.

3. For the purpose of this Article, an employee shall be considered a member of the UNION in good standing if he/she tenders the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

4. An employee who has failed to acquire or maintain membership in the UNION in good standing shall be discharged within ten (10) calendar days following receipt of a written demand from the UNION to the EMPLOYER requesting the discharge.

B. However, the first ninety (90) calendar days shall be deemed to be the probationary period and the EMPLOYER may discharge employees during that period without any recourse to the UNION. The EMPLOYER may, subject to notifying the UNION and with the UNION's consent, extend the probationary period for an additional ninety (90) days.

#### SECTION IV

##### CHECK-OFF

A. The EMPLOYER agrees during the term of this Agreement to a voluntary check-off of the weekly dues, and the UNION initiation fee and any assessment generally applicable to all member of the UNION, from each employee from whom written authorization and direction is received by the EMPLOYER.

B. The authorization form shall provide that it shall remain in effect until revoked by the employee, but shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of the Collective Bargaining Agreement, whichever occurs sooner, and shall be renewed, unless revoked, for yearly periods coincident with the anniversary date therein specified.

C. The check-off notice may be revoked by written notice by registered mail to the UNION and the EMPLOYER provided such notice is mailed not earlier than sixty (60) days prior to the revocation date and not later than seven (7) days prior to the date on which the revocation is to be effective. A revocation will be deemed invalid and the authorization will continue as herein provided unless it is in conformity with the provisions of this Agreement.

D. It shall be the EMPLOYER's responsibility to deduct half (1/2) the initiation fee and dues on the first and second payroll week after the employee has fulfilled his/her obligation under Paragraph A. 2 of Section III. Should the EMPLOYER fail to make the proper deductions they will be liable and owing all outstanding monies due the UNION, which were not deducted at the appropriate time. Such arrears shall be payable to the UNION after the EMPLOYER has been notified, in writing, no later than thirty (30) days of written notice. Failure on the EMPLOYER's part to pay the outstanding dues and initiation fees shall be considered a violation of this Agreement.

#### SECTION V

##### DISCRIMINATION

The EMPLOYER agrees that he will not discriminate in the hiring of employees or in their training, up-grading, promotion, transfer, lay-off, discipline, discharge or otherwise, because of race, creed, color, national origin, political affiliation, sex or marital status.

#### SECTION VI

##### MODIFICATION OF AGREEMENT

Neither the EMPLOYER nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this Agreement. The EMPLOYER will not enter into any individual agreements or arrangements with any of his employees covered by this Agreement. Any modification must be in writing duly executed by an authorized agent of the EMPLOYER and by the President, Secretary-Treasurer or Business Manager of the UNION. The UNION may require that all negotiations for modification be held in the presence of a UNION Negotiating Committee after regular working hours.

#### SECTION VII

##### DISCHARGE

A. The EMPLOYER shall have no right to summarily discharge except for: insubordination, dishonesty, the drinking of or possession of liquor during working hours, the use and possession of drugs during working hours, chronic absenteeism, chronic lateness, fighting, just cause and any misconduct which would be considered detrimental to the moral

atmosphere of the children. However, immediately upon discharge, the EMPLOYER must notify the UNION in writing or by fax of the alleged reasons for the discharge. Should the UNION dispute the discharge and in the event that the matter cannot be adjusted between the parties within five (5) working days, it shall be settled by arbitration as hereinafter provided. Should the employee be found innocent of the charges, he shall be reinstated immediately with full back pay including payment by the EMPLOYER of the medical and pension contributions from the date of discharge if the arbitrator so determines.

B. **Suspensions** – The EMPLOYER shall have no right to suspend an employee until the UNION is notified of the event and/or reason.

C. Any driver who has a chargeable accident, chargeable meaning negligence on the part of the driver, then, in that event, the driver shall be suspended for a period of five (5) days. If there is a second chargeable accident within six (6) months of the first chargeable accident, then that driver shall be discharged immediately.

D. Should the EMPLOYER have a grievance or complaint other than those set forth above, he shall notify the UNION, in writing, by fax and by telephone of his complaint. If the parties cannot adjust the same within five (5) working days, it shall likewise be referred to mediation or arbitration as provided in SECTION VIII.

#### **SECTION VIII**

##### **MEDIATION AND ARBITRATION**

A. All complaints, disputes and grievances arising between the parties to this Agreement, except as to non-payment of dues, initiation fees and insurance fund, which may be sued for directly, in a Court of competent jurisdiction, at the option of the UNION, involving questions of interpretation or application of any clause of this Agreement, or any act or conduct in relation thereto, directly or indirectly, shall be presented by the party asserting a grievance to the other party. Both parties shall thereupon attempt to adjust the dispute, and if no adjustment can be arrived at within forty-eight (48) hours, the matter shall be submitted to an arbitrator mutually agreed upon, or the American Arbitration Association.

B. Where a dispute is submitted for arbitration, such action shall be considered a final and binding submission by both parties hereto. Thereafter, should either of the parties fail to attend the hearing set by the Arbitrator, after due notice thereof, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party, and shall be empowered to render a final decision and award. The decision of the Arbitrator shall be made in writing and shall be final and binding upon the parties hereto.

C. If the EMPLOYER is not in default in complying with the decision of the Arbitrator, the UNION shall not engage in any strike, picketing, boycott or walk-out. If the UNION is not in default in complying with the decision of the Arbitrator, the EMPLOYER shall not engage in any lockout.

D. The cost of such arbitration shall be borne equally by the EMPLOYER and the UNION.

#### **SECTION IX**

##### **SAFETY PROVISIONS AND LOST TIME PAY**

The EMPLOYER will make reasonable provisions for the safety and health of its employees and shall comply with all Federal, State and Local requirements for safeguards and cleanliness. Should an employee be injured during working hours and is unable to continue

working as a result of the injury, he/she shall be paid for the entire day. No employee shall lose his/her job as the result of such injury. If he/she is physically able to perform, after he/she has recovered from the injury, he/she shall be entitled to resume his/her job.

#### **SECTION X**

##### **WORK STOPPAGE**

Where an unauthorized work stoppage or strike occurs, the UNION will make immediate efforts to return the strikers to their respective jobs, and shall request the strikers to cease any action, which may affect production. The EMPLOYER agrees, in consideration of the performance of the UNION of the aforesaid undertakings, to absolve the UNION, its officers, agents or strikers of any liability by suit for damages for breach of contract, or of any kind or character whatsoever. It is distinctly understood and agreed that the UNION will not be held liable for any unauthorized or outlaw strikes or the individual acts or actions of any employee or group of employees.

Should any employee or group of employees fail to report to work after being notified by the UNION to do so, the EMPLOYER shall have the right to summarily discharge the aforesaid employee or group of employees.

#### **SECTION XI**

##### **BARGAINING UNIT**

Employees excluded from the bargaining unit shall not be permitted to do any work normally performed by members of the bargaining unit as defined in Section I.

#### **SECTION XII**

##### **REDUCTION OF BENEFITS**

A. Nothing in any provision of this Agreement shall be so construed as to affect a reduction in the wage rate of any employee, or to increase the number of hours per week, which the employee shall be compelled to work in order to earn his present weekly salary.

B. Any employee enjoying wages, hours or conditions more favorable than required by the Agreement, shall continue to receive the same, it being understood that this Agreement shall not be construed as to permit diminution of any existing benefit.

#### **SECTION XIII**

##### **SENIORITY**

In the event of a slack season or insufficient work, the EMPLOYER shall upon seventy-two (72) hours prior notification submit a list of names of those employees who are scheduled to be laid off to the UNION by telephone and facsimile. In the event of a lay-off, seniority shall prevail. Employees with the least tenure, shall be the first laid off, and upon any rehiring, the employee with the greatest tenure shall be the first rehired in accordance with their department and/or classification of work.

The company shall be obligated under this Collective Bargaining Agreement to submit to the Union, the Benefits Fund and the Pension Plan Fund, a seniority list indicating the names of the employees along with their classification; rate of pay and date of hire.

#### SECTION XIV

##### SAVINGS CLAUSE

Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. Should the parties be unable to agree on substitute provisions, the matter shall be referred to mediation or arbitration as herein provided in SECTION VIII. The remaining parts and provisions of this Agreement shall remain in full force and effect.

#### SECTION XV

##### SURVIVAL OF CONTRACT

A. The EMPLOYER shall be bound by the terms of this Agreement not only as to the location of the EMPLOYER'S place of business as above mentioned, but also as to such other locations and places of business as the EMPLOYER now has or may have hereafter.

B. The EMPLOYER shall not sell, transfer, assign nor enter into a partnership, consolidate or merge with another person, firm or corporation unless the new person, firm or corporation assumes all accrued obligations to the employees covered by this Agreement and agrees to be bound by the terms and provisions of this Agreement.

C. Before any sale, assignment or other change in name or ownership is made, the EMPLOYER shall notify the UNION by either certified or registered mail of the contemplated sale, assignment or change at least two (2) weeks prior to said change.

D. This Agreement shall be binding upon the executors, administrators, legal representatives, successors and/or assigns, and shall survive any sale, change of name, change of location or place of business, reorganization, incorporation or other change.

#### SECTION XVI

##### SHOP STEWARD

A. There shall be at all times in each location or place of business of the EMPLOYER, at least one (1) Shop Steward designated by the UNION.

B. Shop Stewards shall suffer no loss of pay for time spent by them during working hours in the performance of their duties, pursuant to the terms of this Agreement. The EMPLOYER shall recognize an employee as Shop Steward only after having received written notice of his selection or designation by the UNION. The Shop Steward shall be the last to be withdrawn by the EMPLOYER from employment in case of insufficient work or slack season, and the first one rehired. Under no circumstances shall the Shop Steward be discriminated against by the EMPLOYER. The Shop Steward of each work shift has the right to be present and working at all times when the yards are open and operating.

#### SECTION XVII

##### BULLETIN BOARDS

The EMPLOYER agrees to furnish for the sole use and benefit of the UNION, adequate and appropriate bulletin boards in conspicuous places at the places of business of the EMPLOYER, which shall be known or referred to as the UNION BULLETIN BOARDS. Failure on

the part of the EMPLOYER to furnish the same within two (2) weeks after the signing of this Agreement shall give the UNION the right to purchase the same and charge the cost, including installation, to the EMPLOYER.

#### **SECTION XVIII**

##### **UNION REPRESENTATIVES**

A. Only duly authorized representatives of the UNION shall have access during working hours to the premises of the EMPLOYER or any place of work under the jurisdiction of the EMPLOYER, and shall be permitted to make inspection of membership cards of all employees and of the EMPLOYER'S payroll records of the units covered by this Agreement for the purpose of ascertaining whether the provisions of this Agreement are being duly complied with by the EMPLOYER in good faith, or in regards to any matter connected with the terms of this Agreement.

B. The only persons that will be deemed agents of the UNION for the purpose of this Agreement or for any other purpose, which involves the good, and welfare of the UNION members shall be only those persons who were designated by the Business Manager of the UNION. No other person or persons will be authorized to act on behalf of the UNION.

#### **SECTION XIX**

##### **AUDITS**

The EMPLOYER shall make available for examination to the UNION and/or its agents and representatives, accountants and auditors, during regular business hours, any and all payroll records and documents that may be necessary or desirable for the sound and efficient operation and administration of the UNION regarding hourly rates of pay to UNION members and collection of initiation fees and monthly dues by the Company. Should the audit indicate that the Company has failed to submit monies due the UNION, MEDICAL FUND and/or LOCAL 91 PENSION FUND, a demand for payment shall be made for all outstanding arrears due as well as reasonable expenses to cover the cost of the audit.

The UNION and the EMPLOYER will compose a mutually agreeable list of firms for auditing purposes. A firm from the mutually agreeable list will be chosen for all future audits. The auditing firm chosen will conduct the audit as per the Union's guidelines.

#### **SECTION XX**

##### **DEATH IN FAMILY**

An employee shall be given three (3) consecutive days off with pay in the event of death in his immediate family. The immediate family shall be deemed to include spouse, children, mother, father, brother or sister.

#### **SECTION XXI**

##### **LEAVE OF ABSENCE**

Leave of absence, without pay, will be granted to employees for good cause up to three (3) months subject to reasonable extension. Good cause for granting a leave of absence shall include, but not limited to, death in the immediate family, serious illness of a worker's spouse or children. A leave of absence will only be granted when mutual consent is agreed upon between the employee and the EMPLOYER and in accordance with the Family and Medical Leave Act applicable to all Company employees.

## SCHEDULE "A"

1. **HOURS OF WORK** - Drivers and Escorts regular work day shall constitute eight (8) hours per day over a five (5) day week. Time and one half shall be paid for all hours over actual work during each eight (8) hour period. However, if a Driver or Escort is notified by the dispatcher of the Company that he or she is scheduled to return to the terminal to complete the normal day's work, they must make themselves available and in that event they will only be entitled to time and one half for any period that they must remain available in excess of ten and one half (10 1/2) hours in any one work day.

Employees will be entitled to a lunch period of not less than one (1) hour during each scheduled shift. Employees will be obligated to report for duty at least fifteen (15) minutes before their scheduled time of work. Employees unable to report to work must notify their employer by telephone at least two (2) hours before their schedule. Failure to notify the employer of such an event may lead to disciplinary action and possible discharge.

2. **WAGE ACCRUAL** -- Employees who have attained twelve (12) months of employment that are classified Maxi Bus CDL BPS licensed drivers, will receive a wage accrual of three hundred and five dollars (\$305.00) during the Christmas recess and three hundred and five dollars (\$305.00) during the Easter recess.

After twelve (12) months of employment, Mini Van drivers will receive a wage accrual of two hundred and eighty dollars (\$280.00) during the Christmas recess and two hundred and eighty dollars (\$280.00) during the Easter recess.

After twelve (12) months of employment, Escorts will receive a wage accrual of two hundred and forty dollars (\$240.00) during the Christmas recess and two hundred and forty dollars (\$240.00) during the Easter recess.

All of the wage accruals listed above shall be increased twenty-five dollars (\$25.00) for both the Easter and Christmas recess period for eligible employees with ten (10) or more years of service.

3. **HOLIDAYS** - The employees shall receive fifteen (15) holidays with pay regardless of the week on which the holiday falls. Employees must have worked the day before and the day after a holiday in order to be entitled to the paid holiday. However, if there was a medical emergency or a condition beyond their control (which must be verified through the employer), they will be entitled to the holiday pay.

Employee's Birthday will be included as part of the Holiday list each year for a total of fifteen (15) paid holidays. A 2-week notification by employee is required stating he/she would like to take their birthday. An employee will be eligible to request his/her birthday after one (1) year of service. An employee may schedule their Birthday as a paid day off or receive payment in lieu of a paid day off.

In addition, the Company shall be obligated to present to the UNION, no later than September 1st of each year, a list of holidays to which the employees shall be entitled. The list of holidays shall also be posted on the Union Bulletin Board.

4. **SUMMER PROGRAM ASSIGNMENTS** - Any driver and/or escort who has been scheduled to work during the months of July and August shall receive a minimum of six (6) hours pay on any work day in which they reported for work with a lunch period as near to the middle of the work day as possible. Lunch period being one (1) hour.

5. **MATERNITY LEAVE** and other policies concerning medical and personal leave shall comply with Federal and State laws and Equal Employment Opportunity Commission Rules and Regulations. All members of the Bargaining Unit shall be entitled to leave in accordance with the Company's family and medical leave policy applicable to all Company employees.

6. **ANNUAL BOE DOT PHYSICAL** – The EMPLOYER agrees to reimburse the cost of the employee's annual physical up to a maximum of \$35.00 upon proof of payment. Such proof shall be providing the paid receipt and paperwork to employee's dispatcher.

7. **DISABILITY/WORKERS COMPENSATION** – In addition to the terms and conditions of the applicable law, employees are subject to the EMPLOYER's reasonable policies and procedures applicable to an employee's application for Disability Benefits, Worker's Compensation and Long Term Care.

8. **OFFICE OF PUPIL TRANSPORTATION VIOLATION** – Drivers and Escorts will follow the Company's Office of Pupil Transportation Violation Policy.

9. **CLASSES AND ROAD TEST** – The EMPLOYER will pay for classes and road tests required for the qualification of employees.

10. **DRY RUNS** – Drivers shall be paid \$40.00 with the first full week's paycheck for the performance of dry runs mandated by the EMPLOYER, so long as the drivers perform the runs.

11. **SAFETY BONUS** – A Safety Bonus of \$75.00 shall be paid for all drivers who have no chargeable accidents for the contract year September 1 through August 31. The driver must report to work at least 200 days. The bonus will be paid at the beginning of the next contract year.

12. **ATTENDANCE BONUS** – An Attendance Bonus of \$100.00 shall be paid to drivers and escorts who have perfect attendance during the contract year September 1 through August 31, i.e. no scheduled run is missed. The bonus will be paid at the beginning of the next contract year.

**THIS SPACE INTENTIONALLY LEFT BLANK**

## **SCHEDULE "B"**

1. **MEDICAL/BENEFITS FUND** - (a) Effective on signing of this Agreement, this clause shall remain in effect for each and every month during the term prescribed in this Agreement. The EMPLOYER shall contribute to the UNITED CRAFTS BENEFITS FUND (herein called the "FUND") the amount agreed to during the negotiations of this Agreement. The Company shall make the monthly contribution for each and every employee covered by this Agreement for the purpose of providing and maintaining life, accident, health and hospitalization insurance as well as other benefits for the employees and their eligible dependents.

(b) Contributions to the FUND as hereinabove provided shall be payable after thirty (30) days of employment for all employees covered by this Agreement. Such contributions shall be made on a full monthly basis for all employees without any pro-rata or reduction of any kind and shall continue to be made by the EMPLOYER on behalf of employees during periods of lay-off, illness, injury and during periods of authorized leave of absence not to exceed three (3) months in any one instance. Contributions shall be made in full for all those employees placed on compensation as a result of a job related injury not to exceed six (6) months.

(c) For the limited purpose of this paragraph, the UNION AND FUND, may be considered as contributing EMPLOYER, and the officials and employees of the UNION and BENEFITS FUND may be considered as employees on whose behalf contributions may be made to the UNITED CRAFTS BENEFITS FUND.

(d) Contributions to the BENEFITS FUND shall be paid on or before the 10th day of each month that payment is due. Also, the EMPLOYER will be obligated under this Collective Bargaining Agreement to pay a five percent (5%) increase effective September 1, 2014.

(e) The EMPLOYER shall make available for examination and copying to the MEDICAL/BENEFITS FUND and/or its agents and representatives (e.g.) attorneys, accountants and auditors) during regular business hours, any and all documents, records and papers that may be necessary or desirable for the sound and efficient operation and administration of the MEDICAL/BENEFITS FUND.

(f) In the event the EMPLOYER fails to make contributions to the funds mentioned in this Agreement, the Trustees may take legal action to obtain payment, including but not limited to, the commencement of arbitration proceedings for such purposes before an arbitrator, including but not limited to, the fee and expenses of the arbitration and any filing or other administrative fee plus reasonable attorney's fees fixed at twenty percent (20%) of the indebtedness, together with interest at a reasonable rate on any monies determined to be due, shall be chargeable to, and an obligation of, the contributing EMPLOYER against whom such suit is brought or such arbitration proceeding is commenced. The arbitrator may schedule a hearing on seventy-two (72) hours notice by certified mail.

2. **PENSION PLAN** - (a) Effective on signing of this Agreement, this clause shall remain in effect for each and every month during the term prescribed in this Agreement. The EMPLOYER shall contribute to the LOCAL 91 PENSION FUND, the amount agreed to during the negotiations of this Agreement. The company shall make the monthly contribution for each and every employee covered by this Agreement for the purpose of providing and maintaining Pension and Annuity programs.

(b) Contributions to the PENSION FUND as hereinabove provided shall be payable after the employee has completed thirty (30) days of employment. The employer shall then be obligated to pay the monthly contribution to the PENSION FUND on the first (1st) day of the next month. Such contributions shall be made on a full monthly basis for all employees without any pro-rata or reduction of any kind, regardless of an employee's date of employment or termination, and shall continue to be made by the EMPLOYER on behalf of employees during periods of lay-off, illness, injury and during periods of authorized leave of absence not to exceed three (3) months in any one instance. Contributions shall be made in full for all those employees placed on compensation as a result of a job related injury not to exceed six (6) months.

(c) For the limited purpose of this paragraph, the UNION, UNITED CRAFTS AND INDUSTRIAL WORKERS UNION, LOCAL 91, PENSION FUND, may be considered as contributing EMPLOYER, and the officials and employees of the UNION, said PENSION FUND, respectively, may be considered as employees on whose behalf contributions may be made to the UNITED CRAFTS AND INDUSTRIAL WORKERS UNION, LOCAL 91 PENSION FUND.

(d) Contributions to the PENSION FUND shall be paid on or before the 10th day of each month that payment is due. Also, the EMPLOYER will be obligated under this Collective Bargaining Agreement to pay an annual increase of eight percent (8%) each August 1<sup>st</sup> (2013, 2014 and 2015) on the monthly contributions.

(e) In the event the EMPLOYER fails to make contributions to the funds mentioned in this Agreement, the Trustees may take legal action to obtain payment, including but not limited to, the commencement of arbitration proceedings for such purposes before an arbitrator, including but not limited to, the fee and expenses of the arbitration and any filing or other administrative fee plus reasonable attorney's fees fixed at twenty percent (20%) of the indebtedness, together with interest at a reasonable rate on any monies determined to be due, shall be chargeable to, and an obligation of, the contributing EMPLOYER against whom such suit is brought or such arbitration proceeding is commenced. The arbitrator may schedule a hearing on seventy-two (72) hours notice by certified mail. Also, such contributions shall bear interest at the rate of eight percent (8%) per annum from the time such contributions are due until paid; and, in addition, the EMPLOYER shall be obligated to pay all costs of collection.

(f) The EMPLOYER agrees to, and shall be bound by all of the terms, conditions and provisions of the Agreement and Declaration of Trust whereby UNITED CRAFTS AND INDUSTRIAL WORKERS UNION, LOCAL 91, PENSION FUND is established (as the same may be amended from time to time), the Plan and the Rules and Regulations adopted by the Trustees of the PENSION FUND (as the same may be amended from time to time), all of which documents by this reference shall be deemed incorporated herein for all purposes and made a part hereof as if set forth herein at length.

(g) The EMPLOYER shall make available for examination and copying to the PENSION FUND and/or its agents and representatives (e.g. attorneys, accountants and auditors), during regular business hours, any and all documents, records and papers that may be necessary or desirable for the sound and efficient operation and administration of the PENSION FUND.

#### **DUTIES OF DRIVERS**

1. Any work that pertains to driving
2. Safe operation of vehicle
3. Cleanliness of vehicle (Drivers are not required to wash buses or vans, but must inform management if such cleaning is necessary)
4. Work sheets or daily log
5. Drivers are responsible to report any repairs and damage to their dispatcher immediately.
6. Inspection of vehicle every day
7. Comply with all Board of Education requirements

#### **DUTIES OF ESCORTS**

1. To perform all operations required by Board of Education or any other contract that requires an Escort (safety of children)
2. Keep vehicle interior in a clean, safe manner
3. Take direction from driver of vehicle
4. Complete any and all paperwork or records required including writing out assigned route.
5. Comply with all Board of Education requirements

#### **SAFETY & REQUIREMENTS**

1. All employees must attend periodic safety meetings.
2. (a) All employees must comply with all Company and Board of Education's rules and requirements.  
  
(b) All employees must be fingerprinted.  
  
(c) The EMPLOYER has the right to discharge any employee as a result of these tests.
3. EMPLOYER will place employees in positions most suitable for the operation of the COMPANY.

There shall be an annual increase for all those employees on the Company payroll during the month of September of each year. The increase will be determined by the New York City Board of Education Cost of Living Adjustment ("COLA") to the bus companies every September.

The hiring and classification rates as prescribed in this Agreement shall be increased annually and such increase will be determined by "COLA", with a minimum guarantee of five percent (5%) on September 1, 2012, four percent (4%) on September 1, 2013 and three percent (3%) on September 1, 2014.

**TERMS OF AGREEMENT**

This Agreement shall go into full force and effect for a period of thirty-six (36) months. This Agreement shall be deemed thereafter to be renewed from year to year unless either party notifies the other in writing, by registered or certified mail, at least sixty (60) days before the expiration date of its desire to amend, alter or modify said Agreement on such expiration date. Upon giving notice, depending upon the request, the Agreement shall either be negotiated for the purpose of modification, or it shall be deemed to expire as of said expiration date. All wage increases and other benefits secured by negotiation or otherwise shall be retroactive to the date of the expiration of the existing Agreement. The terms of this Agreement shall commence September 1, 2012 and shall expire at midnight, August 31, 2015.

  
UNION REPRESENTATIVE

  
COMPANY REPRESENTATIVE

Printed Name Michael J. Tavares

\_\_\_\_\_  
UNION REPRESENTATIVE

\_\_\_\_\_  
COMPANY REPRESENTATIVE

Printed Name \_\_\_\_\_

**COMMITTEE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_